

**To:** Members of Dublin City Council  
**From:** Marsha I. Grigsby, City Manager *MLG*  
**Date:** June 5, 2014  
**Initiated By:** Heinz von Eckartsberg, Chief of Police  
**Re:** Resolution 42-14 - Contract with Dublin City Schools for School Resource Officers

## Background

Since the 1998-1999 school year, the City and the Dublin City School District have partnered to share a portion of the cost for providing full-time School Resource Officers (SROs) to the schools. The Police Division's Community Education Unit (CEU) now provides a full-time SRO for each middle school (four) and each high school (three). In the current agreement with the Schools, the City pays the full cost for two members of this unit, with the Schools and the City sharing equally in the cost for the three high school SROs and two of the middle school SROs.

In the proposed 2014-2015 Contract, the Police Division will continue to provide a full-time SRO for each middle school (four) and each high school (three). In the proposed agreement, the City and the Dublin City School District will continue to share equally the cost for five members of the unit. A breakdown of the costs is shown on pages two and three of the attached contract.

Each year since 1998, the Schools and the City have renewed this one-year contract. The contract presented for the 2014-2015 school year includes a reimbursement from the Schools not to exceed \$258,208.65. The contract for the 2013-2014 school year included a reimbursement from the Schools not to exceed \$257,491.13. The 2014-2015 increase is based upon an adjustment in the salary and benefit costs for the officers.

## Recommendation

Staff recommends approval of Resolution 42-14.

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

**42-14**

Resolution No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

## **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH DUBLIN CITY SCHOOLS FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

**WHEREAS**, the City of Dublin and the Dublin City Schools formed a partnership in 1998 to provide the School Resource Officer Program to all middle schools and high schools within the Dublin School District; and

**WHEREAS**, the City of Dublin and the Dublin City Schools have agreed to share in the cost of providing the School Resource Officer Program within the Dublin School District.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Dublin, State of Ohio, \_\_\_\_\_ of the elected members concurring that:

**Section 1.** The City Manager is hereby authorized to enter into a one-year contract with the Dublin City Schools, commencing on August 26, 2014 and continuing through August 25, 2015 to provide the services of School Resource Officers in accordance with the terms of the contract, attached hereto as Exhibit "A."

**Section 2.** This Resolution is effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor - Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council

# **CONTRACT FOR THE PROVISION OF SCHOOL RESOURCE OFFICERS TO THE DUBLIN CITY SCHOOLS BY THE CITY OF DUBLIN**

**THIS CONTRACT**, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Dublin City Schools (hereinafter referred to as the “Dublin Schools”) and the City of Dublin (hereinafter referred to as the “City”).

## **ARTICLE I – SCOPE OF SERVICES**

The City agrees to provide services as specified in the School Resource Officer Manual to include any and all addendums as agreed to by the City and the Dublin Schools.

## **ARTICLE II – TERM OF CONTRACT**

The term of this contract is from August 26, 2014 through August 25, 2015. This Contract may be extended upon mutual written agreement between the City and the Dublin Schools.

## **ARTICLE III – DUBLIN SCHOOL RESPONSIBILITIES**

The Dublin Schools shall accomplish the following:

1. Give prompt notice to the City whenever the Dublin Schools observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this contract.
2. The Dublin Schools shall designate a point of contact to represent the Dublin Schools on a day-to-day basis and notify the City as to who shall serve at this point of contact. The point of contact:
  - a. Shall have the ability to authorize the City to begin and terminate services.
  - b. Shall coordinate services with the City.
3. Shall monitor the contract to ensure full compliance with this contractual agreement.
4. Dublin Schools will provide for any costs associated with changes in curriculum or programming initiated by the schools, which require materials to be purchased.

## **ARTICLE IV – CITY RESPONSIBILITIES**

The City shall accomplish the following:

1. Execute the services as defined in Article I and within the designated time frame.
2. Give prompt notice to the Dublin Schools whenever the City observes, or otherwise becomes aware of any fault or deficit in the service or any non-conformance with this contract.

3. The City will provide the Dublin Schools, on a mutually agreeable schedule, an assessment of the program and recommendations of any modifications.
4. The City will provide all labor, tools, vehicles and materials required to perform the services as identified in this contract, except for those instances described in Article III, section 4 above.

## **ARTICLE V – COMPENSATION AND PAYMENT**

### ***\*Total Invoices for 2014-2015 School Year\****

- The City shall invoice the Dublin Schools monthly for 50% of services rendered during the period of the contract by five (5) School Resource Officers, with the total invoiced for the 2014-2015 school year not to exceed **\$258,208.65** for the Middle School SRO Program and the High School SRO Program combined.

#### **1. High School:**

- Reimbursement for one-half of the total estimated cost of the program. (The estimate is based on one officer in each high school (3) for ten months.

Officer Salary (x3)	\$212,836.07
Fringe Benefits (x3)	<u>\$ 97,014.32*</u>
	\$309,850.38

\*This includes projected overtime costs for the officers.

- The City shall invoice the Dublin Schools monthly for services rendered during the period of the contract, with the total invoiced for the 2014-2015 school year not to exceed **\$154,925.19** for the High School SRO Program.

#### **2. Middle School:**

- Reimbursement for one-half of the total estimated cost of the program. (The estimate is based on one officer in two (2) middle schools for ten months.)

Officer Salary (x2)	\$141,890.71
Fringe Benefits (x2)	<u>\$ 64,676.21*</u>
	\$206,566.92

\*This includes projected overtime costs for the officers.

- The City shall invoice the Dublin Schools monthly for services rendered during the period of the contract, with the total invoiced for the 2014-2015 school year not to exceed **\$103,283.46** for the Middle School SRO Program.

## **ARTICLE VI – TERMINATION**

The Dublin Schools may, by written notice to the City, terminate this contract prior to \_\_\_\_, 2015, if the City fails to perform any of its material obligations hereunder, and does not cure such failures immediately upon notification from the Dublin Schools specifying in detail such failures. Provided such termination occurs prior to completion of the Scope of Services herein, the Dublin Schools agree to pay the City for work actually performed in accordance with the terms of this Contract through the cancellation date.

#### **ARTICLE VII –**

This contract shall be governed by the laws of the State of Ohio.

#### **ARTICLE VIII – INSURANCE**

The City shall secure and maintain at its own expense insurance for protection from claims under Worker's Compensation Acts for damages because of bodily injury including personal injury, sickness or disease or death of any and all City employees.

The City shall secure and maintain, at its own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

The City shall secure and maintain, at its own expense, Automobile Insurance, including coverage for non-owned and hired autos, with a combined single limit of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence.

The above referenced insurance shall be maintained in full force and effect during the life of this Agreement. Certificates showing that the City is carrying the above referenced insurance in at least the above specified amounts shall, **upon request**, be furnished to and approved by the City prior to the start of work on the project and before the Dublin Schools is obligated to make any payment to the City for the work performed under the provisions of this contract. The Dublin Schools shall be immediately notified if any of the foregoing insurance is canceled, not renewed, reduced, or otherwise materially altered during the term of this contract.

## ARTICLE IX – NON-WAIVER

Nothing in this contract including without limitation, the insurance provisions herein before provided, shall in any way serve to supersede, waive, limit and/or otherwise affect any rights, privileges and/or immunities afforded to either party under applicable law, including but not limited to, those contained in Chapter 2744 of the Revised Code of the State of Ohio.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement in triplicate originals.

### THE CITY OF DUBLIN

By: \_\_\_\_\_

Marsha Grigsby

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

### APPROVED AS TO FORM:

\_\_\_\_\_  
City of Dublin Law Director

### DUBLIN CITY SCHOOLS

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Treasurer  
Dublin City Schools

\_\_\_\_\_  
Date

## CERTIFICATION OF FUNDS

I HEREBY CERTIFY THAT FUNDS REQUIRED TO MEET Dublin City School's obligation, payment, or expenditure under this Contract have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

\_\_\_\_\_  
Treasurer, Dublin City Schools